

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS.

SUPERIOR COURT

CIVIL ACTION NO. 03-01957

RECEIVED & FILED
CLERK OF THE COURTS
NORFOLK COUNTYJOHN J. HOGAN,
Plaintiff

v.

KEYSPAN HOME ENERGY SERVICES
(NEW ENGLAND), INC. a/k/a
SERVICEDGE PARTNERS INC.,
Defendant**NOTICE OF FILING NOTICE OF REMOVAL OF CIVIL ACTION TO UNITED
STATES DISTRICT COURT**

TO: Walter F. Timilty, Clerk of Court
Commonwealth of Massachusetts
Norfolk Superior Court
Courthouse
650 High Street Street
Dedham, MA 02026

Robert J. Zanello
400 Granite Avenue
Milton, MA 02186
(Counsel for Plaintiff, John J. Hogan)

Please take notice that on February 13, 2004, Defendant, KeySpan Home Energy Services (New England), Inc. filed in the United States District Court for the District of Massachusetts a Notice of Removal of Civil Action to said United States District Court. A copy of the Notice of Removal is attached.

Please take further notice that pursuant to 28 U.S.C. §1446, the filing of the Notice of Removal in the United States District Court, together with the filing with this Court of this

Notice of Filing of Notice of Removal, effects the removal of this action, and this Court may proceed no further unless and until the case is remanded.

Pursuant to Rule 81.1 of the Local Rules of the United States District Court for the District of Massachusetts defendant requests certified or attested copies of all records and proceedings and all docket entries in the state-court action.

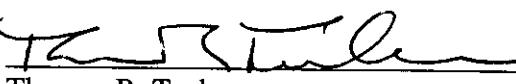
Respectfully submitted,

DATED: February 13 , 2004


Thomas R. Teehan (BBO #494000)
KeySpan Home Energy Services New England, Inc.
52 Second Avenue
Waltham, MA 02451
(781) 466-5137
(781) 290-4965 facsimile
teehan@keyspanenergy.com

CERTIFICATE OF SERVICE

I, Thomas R. Teehan, do hereby certify that on February 13 , 2004, I caused to be served a copy of the within Defendant's Notice of Filing Notice of Removal of Civil Action, by mailing, first-class, postage prepaid, to Robert J. Zanello, Esq., 400 Granite Avenue, Milton, MA 02186, Attorney for Plaintiff John J. Hogan via regular U.S. Mail.


Thomas R. Teehan

Attest: *✓* A TRUE COPY
Deputy Assistant Clerk
2/17/04

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS.

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO.

03 01957

JOHN J. HOGAN)
Plaintiff,)
)
v.)
)
)
KEYSPAN HOME ENERGY SERVICES)
(NEW ENGLAND), INC. a/k/a)
SERVICEDGE PARTNERS INC.,)
Defendant)

RECEIVED
FEB 24 2004
CLERK'S OFFICE
SUPERIOR COURT
COMMONWEALTH OF MASSACHUSETTS

COMPLAINT AND JURY CLAIM**PARTIES**

1. The Plaintiff, John J. Hogan is a resident of 20 Swan Avenue, South Weymouth, County of Norfolk, Massachusetts.

2. The Defendant, KeySpan Home Energy Services New England a/k/a Servicedge Partners Inc. is a corporation doing business in the Commonwealth of Massachusetts, maintaining a business office at 62 Second Avenue, N.W. Park in Burlington, Middlesex County, Massachusetts.

COUNT I**BREACH OF CONTRACT**

3. The Plaintiff repeats and restates the allegations contained in paragraphs 1-2 inclusive of the Complaint and incorporates them by reference into this Count as if fully and completely set forth herein.

4. On or about June 18, 2001 the parties entered into what is entitled "LAST

CHANCE AGREEMENT" which established the employment terms and conditions between the plaintiff and the defendant.

5. On or about December 5, 2001, the defendant breached that agreement with the Plaintiff by terminating his employment without just cause. The Defendant intentionally and deliberately sought to terminate and discharge the Plaintiff without good cause or actual justification.

5. The Plaintiff seeks damages for his unlawful discharge from employment, back pay and lost wages and benefits, future earnings and emotional distress, together with attorney's fees, interest and costs.

COUNT II

WRONGFUL TERMINATION OF EMPLOYMENT

6. The Plaintiff repeats and restates the allegations contained in paragraphs 1-5 of the Complaint and incorporates them by reference into this Count as if fully and completely set forth herein.

7. On or about December 5, 2001 the Defendant by letter from Kevin N. Caddell, Director of Operations terminated the Plaintiff by falsely and intentionally claiming irrefutable evidence that the Plaintiff violated the "LAST CHANCE AGREEMENT".

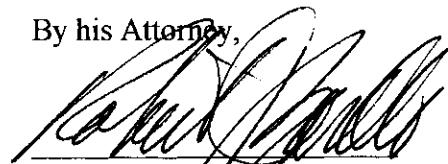
8. The Plaintiff seeks both compensatory damages and punitive damages for the illegal and unlawful conduct of the Defendant in an appropriate amount

Wherefore the Plaintiff, John J. Hogan, demands judgment against the defendant,

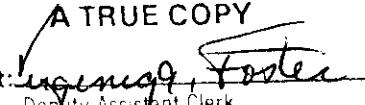
KeySpan home Energy Services, in an appropriate amount together with attorney's fees, interest and costs.

THE PLAINTIFF DEMANDS A JURY TRIAL ON ALL ISSUES SO TRIABLE

By his Attorney,



Robert J. Zanello, Esq.
400 Granite Avenue
Milton, MA 02186
(617) 696-5031
BBO #539060

A TRUE COPY
Attest: 
Jennifer Foster
Deputy Assistant Clerk
2/17/04

3.0

COMMONWEALTH OF MASSACHUSETTS
JAN 21, 2004
NORFOLK, SS. Motion is Allowed. Time for Service is extended up to
including JAN 20, 2004 (Craftsley, J) SUPERIOR COURT
JOHN HOGAN At. George Berube NOCV 2003-01957-A
VS. *At. George Berube
Ass't CIC*

KEYSPAN HOME ENERGY SERVICES INC.
a/k/a SERVICEDGE PARTNERS INC.

PLAINTIFF'S MOTION TO EXPAND THE TIME TO MAKE
RETURN OF SERVICE OF PROCESS

Now comes the Plaintiff, by his attorney, and requests an additional 10 days to make his return of service to the court in this matter.

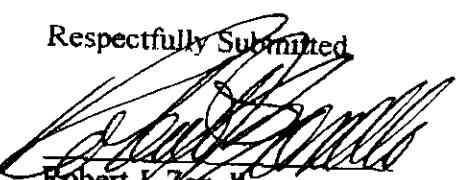
As reasons for this request, the plaintiff has contacted the Middlesex Sheriffs Department this date on the status of serving the defendant.

Counsel has been informed that service has been made but that return of service will not be made by 1/20/04 to file with the court.

While the Sheriffs Department can provide counsel with a facsimile of service having been made the actual return would not be available by 1/20/04.

The actual return of service will be made within 7 - 10 days of 1/20/04. The Plaintiff respectfully asks that the additional time be allowed for the purpose of filing the return of service.

Respectfully Submitted


Robert J. Zanello
Counsel for Plaintiff, John Hogan
400 Granite Avenue
Milton, MA 02186
(617) 696-5031
(BBO #539060)

RECEIVED & FILED
CLERK OF THE COURTS
NORFOLK COUNTY
1/12/04

A TRUE COPY
Attest: *Karen M. Foster*
2/7/04

ROBERT J. ZANELLO
ATTORNEY AT LAW

TELEPHONE (617) 696-5031
FAX (617) 696-5032

400 GRANITE AVENUE
MILTON, MA 02186

January 16, 2004

Clerk's Office - Civil Department
Norfolk County Superior Court
650 High Street
Courthouse
Dedham, MA 02026

BY FAX AND MAIL

Re: John Hogan vs. Keyspan Home Energy Services
NOCV 2003-01957-A

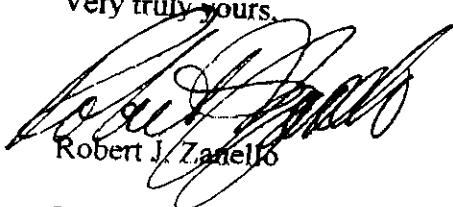
Dear Sir/Madam:

Enclosed please find the defendant's Motion to Expand the Time for Filing Service of Process for docketing and filing.

Kindly advise this office if the matter needs to be marked for a hearing.

Thank you.

Very truly yours,



Robert J. Zanello

RJZ/hs
Enc.

ROBERT J. ZANELLO
ATTORNEY AT LAW

TELEPHONE (617) 696-5031
FAX (617) 696-5032

400 GRANITE AVENUE
MILTON, MA 02186

FACSIMILE TRANSMITTAL

DATE: 1/16/04

**TO: CLERK'S OFFICE- CIVIL DEPARTMENT
NORFOLK COUNTY SUPERIOR COURT**

FAX# (781) -326-3871

FROM: ATTORNEY - ROBERT J. ZANELLO

**RE: JOHN HOGAN VS. KEYSpan HOME ENERGY SERVICES, INC.
NOCV 2003-01957 A**

MESSAGE:

ATTACHED IS:

**COVER LETTER AND MOTION TO EXPAND TIME FOR FILING SERVICE
OF PROCESS.**

PLEASE INFORM SESSION JUDGE OF THIS MOTION.

MY OFFICE IS AVAILABLE TO APPEAR IN COURT AT YOUR DIRECTION.

THANK YOU.

PAGES SENT 3

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS.

SUPERIOR COURT
NOCV 2003-01957-A

JOHN HOGAN

VS.

KEYSPAN HOME ENERGY SERVICES INC.
a/k/a SERVICEDGE PARTNERS INC.

(1/21/04)
SIGNED BY PLAINTIFF
1/21/04
RECEIVED
1/21/04

PLAINTIFF'S MOTION TO EXPAND THE TIME TO MAKE
RETURN OF SERVICE OF PROCESS

Now comes the Plaintiff, by his attorney, and requests an additional 10 days to make his return of service to the court in this matter.

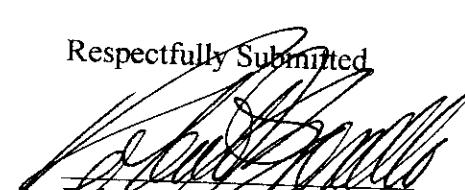
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The actual return of service will be made within 7 - 10 days of 1/20/04. The Plaintiff respectfully asks that the additional time be allowed for the purpose of filing the return of service.

Respectfully Submitted,


Robert J. Zanello
Counsel for Plaintiff, John Hogan
400 Granite Avenue
Milton, MA 02186
(617) 696-5031
(BBO #539060)

*Attest, A TRUE COPY
F. J. Hogan, Jr.
Deputy Assistant Clerk
2/17/04*

ROBERT J. ZANELLO
ATTORNEY AT LAW

TELEPHONE (617) 696-5031
FAX (617) 696-5032

400 GRANITE AVENUE
MILTON, MA 02186

January 16, 2004

Clerk's Office - Civil Department
Norfolk County Superior Court
650 High Street
Courthouse
Dedham, MA 02026

BY FAX AND MAIL

Re: John Hogan vs. Keyspan Home Energy Services
NOCV 2003-01957- A

Dear Sir/Madam:

Enclosed please find the defendant's Motion to Expand the Time for Filing Service of Process for docketing and filing.

Kindly advise this office if the matter needs to be marked for a hearing.

Thank you.

Very truly yours,

Robert J. Zanello

RJZ/hs
Enc.

(TO PLAINTIFF'S ATTORNEY: PLEASE CIRCLE TYPE OF ACTION INVOLVED:
 TORT - MOTOR VEHICLE TORT - CONTRACT
 EQUITABLE RELIEF - OTHER.)

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

SUPERIOR COURT
CIVIL ACTIONNO. NOCV~~2~~ 2003-01957-A

1/28/04

RECEIVED & FILED

CLERK OF THE COURTS

NORFOLK COUNTY

(1/29/04)

.....JOHN HOGAN....., Plaintiff(s)

v.

KEYSPAN HOME ENERGY SERVICES~~Defendant(s)~~
 INC.
 a/k/a SERVICEDGE PARTNERS INC.

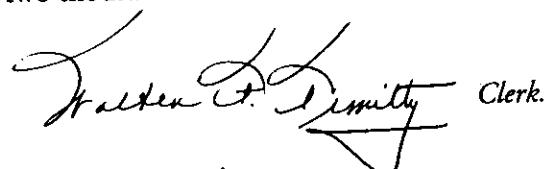
SUMMONS

To the above-named Defendant:

You are hereby summoned and required to serve upon Robert J. Zanello, plaintiff's attorney, whose address is 400 Granite Ave., Milton, an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also required to file your answer to the complaint in the office of the Clerk of this court at Dedham either before service upon plaintiff's attorney or within a reasonable time thereafter.

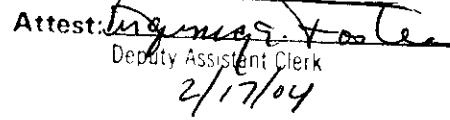
Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's claim or you will thereafter be barred from making such claim in any other action.

WITNESS, SUZANNE V. DELVECCHIO, Esquire, atDedham.....the30th.....
 day ofOctober....., in the year of our Lord two thousand andthree.....


 Clerk.

NOTES:

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all defendants should appear in the caption. If a separate summons is used for each defendant, each should be addressed to the particular defendant.

Attest: 
 Deputy Assistant Clerk
 2/17/04

6
C
NORFOLK, SS.RECEIVED & FILED
COMMONWEALTH OF MASSACHUSETTS
CLERK OF THE COURTS
BOSTON COUNTYSUPERIOR COURT 3/1/04
CIVIL ACTION NO. 03-01957

JOHN J. HOGAN,
Plaintiff,

v.

KEYSPAN HOME ENERGY SERVICES
(NEW ENGLAND), INC. A/K/A
SERVICEDGE PARTNERS INC.,
Defendant.

DEFENDANT'S ANSWER AND JURY CLAIM

PARTIES

1. The defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 1 of the Complaint.
2. The defendant admits the allegations contained in Paragraph 2 of the Complaint.

COUNT I

BREACH OF CONTRACT

3. The defendant repeats and incorporates herein by reference its responses to Paragraphs 1-2 inclusive of the Complaint.

4. The defendant states that on or about June 18, 2001 the defendant and United Steelworkers of America, AFL-CIO-CLC Local 9432 entered into a document entitled "LAST CHANCE AGREEMENT," which document speaks for itself. The defendant denies the remaining allegations contained in paragraph 4 of the Complaint.

5. The defendant denies the allegations contained in Paragraph 5 of the Complaint.

COUNT II

WRONGFUL, TERMINATION OF EMPLOYMENT

6. The defendant repeats and incorporates herein by reference its responses to Paragraphs 1-5 of the Complaint.
 7. The defendant denies the allegations contained in Paragraph 7 of the Complaint.
 8. The defendant denies the allegations contained in Paragraph 8 of the Complaint.
- WHEREFORE, the defendant demands judgment in its favor together with its costs.

DEFENDANT HEREBY DEMANDS A JURY TRIAL.

FIRST AFFIRMATIVE DEFENSE

And further answering, the defendants say that the complaint should be dismissed pursuant to Rule 12(b)(6) for failure to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

And further answering, the defendant says that the plaintiff's claim is barred by the applicable statute of limitations.

THIRD AFFIRMATIVE DEFENSE

And further answering, the defendant states that the plaintiff's complaint is barred and/or pre-empted by the exclusivity provisions of the Labor Management Relations Act including 29 U.S.C. § 301.

FOURTH AFFIRMATIVE DEFENSE

And further answering, the defendant states that the plaintiff's claims are pre-empted by the federal statutes that govern collective bargaining relationships.

FIFTH AFFIRMATIVE DEFENSE

And further answering, the defendant states that the plaintiff is estopped from asserting this claim.

SIXTH AFFIRMATIVE DEFENSE

And further answering, the defendant states that because this matter is subject to a collective bargaining agreement, the plaintiff lacks standing to pursue this claim against the defendant.

SEVENTH AFFIRMATIVE DEFENSE

And further answering, the defendant states that plaintiff's claim fails for lack of consideration.

EIGHTH AFFIRMATIVE DEFENSE

And further answering, the defendant raises the defense of arbitration and award.

NINTH AFFIRMATIVE DEFENSE

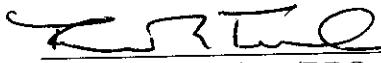
And further answering, the defendant states that the plaintiff's claims are exclusively governed by the collective bargaining agreement between the defendant and United Steelworkers of America, AFL-CIO-CLC Local 9432.

Attest: *[Signature]* A TRUE COPY
Deputy Assistant Clerk
2/17/04

KEYSPAN HOME ENERGY SERVICES (NEW
ENGLAND), INC. A/K/A SERVICEDGE
PARTNERS INC.

By its attorney,

DATED: February 9, 2004


Thomas R. Teehan (BBO #494000)
KeySpan Energy Delivery
52 Second Avenue
Waltham, MA 02451
(781) 466-5137

CERTIFICATE OF SERVICE

I, Thomas R. Teehan, do hereby certify that on February 9, 2004, I caused to be served a copy of this Defendant's Answer and Jury Claim, by mailing, first class, postage prepaid, to the following counsel of record:

Robert J. Zanello, Esq.
400 Granite Avenue
Milton, MA 02186
(617) 696-5031
BBO # 539060


Thomas R. Teehan

Commonwealth of Massachusetts

NORFOLK SUPERIOR COURT

Case Summary

Civil Docket

NOCV2003-01957

Hogan v Keyspan Home Energy Services Inc aka

File Date	10/22/2003	Status	Disposed: transferred to other court (dtrans)
Status Date	02/17/2004	Session	A - Civil A
Origin	1	Case Type	A99 - Misc contract
Lead Case		Track	F
Service	01/20/2004	Answer	03/20/2004
Rule 15	03/20/2004	Discovery	08/17/2004
Final PTC	10/16/2004	Disposition	12/15/2004
		Rule 12/19/20	03/20/2004
		Rule 56	09/16/2004
		Jury Trial	Yes

PARTIES

Plaintiff John J Hogan Active 10/22/2003	Private Counsel 539060 Robert J Zanello 400 Granite Avenue Milton, MA 02186 Phone: 617-696-5031 Fax: 617-696-5032 Active 10/22/2003 Notify
Defendant Keyspan Home Energy Services Inc aka Served: 01/20/2004 Answered: 02/11/2004 Answered 02/11/2004	Private Counsel 494000 Thomas R Teehan c/o KeySpan Energy Delivery 52 Second Avenue 4th Floor Waltham, MA 02451 Phone: 781-466-5137 Fax: 781-290-4965 Active 02/11/2004 Notify
Alias defendant name Servicedge Partners Inc Active 10/22/2003	

ENTRIES

Date	Paper	Text
10/22/2003	1.0	Complaint entry fee \$275 plff jury claim
10/22/2003		Origin 1, Type A99, Track F.
10/22/2003	2.0	Civil action cover sheet filed
10/22/2003		fast track notice sent to plff attorney
10/24/2003		ONE TRIAL review by Clerk, case is to remain in the Superior Court
01/16/2004	3.0	Plaintiff John J Hogan's MOTION to extend time for service of process (fax)
01/21/2004	4.0	Original of P#3.0 (Rec'd. 1/20/04)
01/21/2004		MOTION (P#3.0) ALLOWED Time for Service is extended up to and including January 20,2004 (Cratsley, Justice) dated 1/21/04 Notices

Commonwealth of Massachusetts
NORFOLK SUPERIOR COURT
Case Summary
Civil DocketNOCV2003-01957
Hogan v Keyspan Home Energy Services Inc aka

Date	Paper	Text
		mailed January 21, 2004
01/29/2004	5.0	SERVICE RETURNED: Keyspan Home Energy Services Inc aka(Defendant) in hand, Sharon Capski, agent, s/o 1/20/04 (Rec'd. 1/28/03)
02/06/2004		Case status changed to 'Needs review for answers' at service deadline review
02/11/2004	6.0	ANSWER: and jury claim of Keyspan Home Energy Services Inc aka(Defendant)/tracking sent to atty Teehan)(rec;d2/10/04)
02/17/2004	7.0	Case REMOVED this date to US District Court of Massachusetts

EVENTS

A TRUE COPY
Attest: *Virginia Foster*
Deputy Assistant Clerk
3/17/04